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| EXAMINER | |
|---|---|
| HOANG, SON T | |

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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

| Office Action Summary | Application No. | Applicant(s) | |
|---|---|---|---|
| | 10/519,606 | LINDSKOG ET AL. | |
| | Examiner | Art Unit | |
| | Son T. Hoang | 2169 | |

*-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --*

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *03* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

1)☒ Responsive to communication(s) filed on *14 May 2007*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

4)☒ Claim(s) *25-47* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *25-47* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

**Application Papers**

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *27 December 2004* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

## DETAILED ACTION

### *Response to Amendment*

1. This communication is in response to the arguments filed on May 14, 2007.

Objection to the drawings is withdrawn.

35 U.S.C 112 2nd paragraph rejections are withdrawn.

35 U.S.C 101 rejections are withdrawn.

**Claim 48** has been canceled by the Applicant.

Applicant's arguments, with respect to **claim 25-47**, have been fully considered but they are not deemed to be persuasive.

**Claims 25-47** are pending in this Office Action.

### *Response to Arguments*

2. After further search and a thorough examination of the present application, **claims 25-47** remain rejected.

**First**, Applicant's arguments towards Cranor et al. (*Platform for Privacy Preferences Syntax Specification*, hereinafter Cranor) regarding the fact that Cranor describes privacy preferences and how they are used by a user agent; however, Cranor does not disclose a user agent that transmits information to a content provider regarding whether it accepts the content provider's privacy policy.

In response to the Applicant's arguments, the Examiner respectfully submits in particular. Accordingly, Cranor discloses the user agent sends out the requested data to the content provider after the receipt of a proposal received from said content provider. In addition, the user agent MUST include the *agreementID(s)* it believes it is operating

under to the content provider [*Section 3.3.4, Page 16*]. Cranor defines the *agreementID(s)* as a record of the agreement reached by the user agent and the content provider regarding if the privacy practices of the content provider matches the user's preferences or not [*Section 1.3, Pages 4-5*].

**Second**, Applicant's argues that an advantage of the Applicant's invention is that the signaling required to reach a suitable policy setting is reduced compared with the teachings of Cranor. In Cranor, the service suggests different privacy policies until the user agrees, while in the present invention, the user agent can inform the service which implies that the service can apply a suitable privacy setting immediately. This results in a reduced signaling and delay caused by the signaling and, thus, improved performance.

In response to the Applicant's arguments, the Examiner respectfully submits in particular. Cranor teaches rather than suggesting different privacy policies until the user agrees and/or sending a new proposal to the user agent on every contact, a content provider may send the *agreementID* of an existing agreement to the user agent asserting that the service and the user agent have already agreed to a proposal [*Section 1.3, Pages 4-5*]. Thus, this also reduces delay caused by the signaling process and enhances performance.

Examiner is entitled to give claim limitations their broadest reasonable interpretation in light of the specification.

Interpretation of Claims-Broadest Reasonable Interpretation

During patent examination, the pending claims must be 'given the broadest reasonable interpretation consistent with the specification.' Applicant always has the opportunity to amend the claims during prosecution and broad interpretation by the Examiner reduces the possibility that the claim, once issued, will be interpreted more broadly than is justified. In re Prater, 162 USPQ 541,550-51 (CCPA 1969).

Reference is made to MPEP 2144.01 - Implicit Disclosure

> "[I]n considering the disclosure of a reference, it is proper to take into account not only specific teachings of the reference but also the inferences which one skilled in the art would reasonably be expected to draw therefrom." In re Preda, 401 F.2d 825, 826, 159 USPQ 342, 344 (CCPA 1968)

Subsequent to an analysis of the claims it was revealed that a number of limitations recited in the claims belong in the prior art and thus encompassed and/or implicitly disclosed in the reference (s) applied and cited. It is logical for the Examiner to focus on the limitations that are "crux of the invention" and not involve a lot of energy and time for the things that are not central to the invention, but peripheral. The Examiner is aware of the duties to address each and every element of claims, however, it is also important that a person prosecuting a patent application before the Office or an stakeholders of patent granting process make effort to understand the level of one of ordinary skill in the (data processing) art or the level one of skilled in the (data processing) art, as encompassed by the applied and cited references. The administrative convenience derived from such a cooperation between the attorneys and Examiners benefits the Office as well the patentee.

In view of the above, the Examiner contends that all limitations as recited in the claims have been addressed in this Action.

For the above reasons, the Examiner believed that rejection of the last Office action was proper.

Hence, Applicant's arguments do not distinguish over the claimed invention over the prior art of record.

In light of the foregoing arguments, the 102 and 103 rejections are hereby sustained.

**Claim Rejections - 35 USC § 102**

1. The following is a quotation of the appropriate Paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this Section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

2. **Claims 25-29; 33-36; 37-43,** as well as understood; **44-46; 47,** as well as understood, are rejected under 35 U.S.C. 102(b) as being anticipated by **Cranor et al. (Platform for Privacy Preferences Syntax Specification).**

Regarding **claim 25**, Cranor et al. clearly show and disclose a method of managing cookies in a data processing system comprising the steps of:

a user agent requesting a resource associated with a cookie (proposal) from a content provider (home page of CoolCatalog) [Page 45, Appendix 4].

receiving a privacy policy associated with said cookie; and (CoolCatalog sends a proposal, including privacy practices, disclosures, and the data elements to which they apply, [Page 45, Appendix 4]).

said user agent transmitting, in response to reception of [[a]] said privacy policy associated with said cookie (receipt of a proposal) [Page 16, Section 3.3.4, Paragraph 1], a cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] to said content provider, said cookie-policy receipt specifying whether a user associated with said user agent accepts that said content provider provides said cookie to user equipment associated with said user agent.

Regarding **claim 26**, and **as applied to claim 25 above**, Cranor et al. further disclose a method wherein user agent transmitting said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 27**, and **as applied to claim 25 above**, Cranor et al. further disclose:

said user agent comparing said ~~received~~ privacy policy (proposal) with user preference to determine whether to enter into an agreement. An

agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

said user agent generating said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] based on said comparison [Page 5, Section 1.3, Paragraphs 3-4].

Regarding **claim 28**, and **as applied to claim 27 above**, Cranor et al. further disclose a method when received privacy policy does not match user preference [Page 5, Section 1.3, Paragraph 4] comprising of:

said user agent presenting said received privacy policy for said user on said user equipment (shown to a human user); and

said user agent generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user-input signal.

Regarding **claim 29**, and **as applied to claim 25 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4]:

said user agent presenting said received privacy policy for said user on said user equipment (shown to a human user); and

said user agent generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user-input signal.

Regarding **claim 30**, and **as applied to claim 25 above**, Cranor et al. further disclose the step of authenticating said cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] with an authentication key (The MD5 algorithm is intended for digital signature

applications, where a large file must be "compressed" in a secure manner before being encrypted with a private (secret) key under a public-key cryptosystem such as RSA or PGP) [Pages 41-44, Appendix 2] associated with said user agent.

Regarding **claim 33**, Cranor et al. clearly show and disclose a method of providing cookies in a data processing system where in a user agent requests a resource associated with a cookie from a content provider, said method comprising the steps of:

receiving a resource request, wherein the resource is associated with a cookie from said content provider [Page 45, Appendix 4, Paragraph 2],

transmitting a privacy policy associated with said cookie to said user agent [Page 45, Appendix 4, Paragraph 4]; and

said content provider providing, in response to reception of a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] from said user agent (user agent sending out requested data including agreementID it is operating under to server) [Page 16, Section 3.3.4, Paragraph 1], said cookie to user equipment associated with said user agent if said cookie-policy receipt specifies that a user associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 34**, and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein user agent transmitting said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 16, Section 3.3.3, Paragraph 1].

Regarding **claim 35**, and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein, said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifies that a user associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 36,** and **as applied to claim 33 above**, Cranor et al. further disclose a method wherein cookie policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] is generated based on a comparison between said ~~received~~ privacy policy and user preference [Page 5, Section 1.3, Paragraphs 3-4] that specifies an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

Regarding **claim 37**, Cranor et al. clearly show and disclose a ~~user agent provided in a~~ data processing system for requesting a resource associated with a

cookie (data) from a content provider, said ~~user agent~~ data processing system comprising:

a user agent ([Page 13, Section 3.2, Paragraph 1]), said user agent comprising:

means for receiving a privacy policy associated with said cookie; ([Page 13, Section 3.2]) and

means for transmitting (communicating to the server using standard HTTP methods such as "GET" or "POST") [Page 13, Section 3.2, Paragraph 1], in response to reception of a privacy policy associated with said cookie (receipt of a proposal) [Page 16, Section 3.3.4, Paragraph 1], a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] to said content provider, said cookie-policy receipt specifying whether a user associated with said user agent accepts that said content provider provides said cookie to user equipment associated with said user agent [Page 5, Section 1.3, Paragraph 4].

Regarding **claim 38**, and **as applied to claim 37 above**, Cranor et al. further disclose that transmitting means (standard HTTP methods such as "GET" or "POST") [Page 13, Section 3.2, Paragraph 1] from user agent to content provider includes said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK

in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 39**, and **as applied to claim 37 above**, Cranor et al. further disclose:

means for comparing said received privacy policy (proposal/privacy practice) with user preference to determine whether to enter into an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

means for generating, connected to said comparing means, said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] ~~based on said comparison~~ as a function of said comparing of said privacy policy with said user preference [Page 5, Section 1.3, Paragraphs 3-4].

Regarding **claim 40**, and **as applied to claim 39 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4] a means for presenting said received privacy policy (proposal) for said user on said user equipment (shown to a human user); said generating means being adapted for generating said cookie-policy receipt (agreementID/fingerprint of agreement) in response to a user input signal.

Regarding **claim 41**, and **as applied to claim 37 above**, Cranor et al. further disclose [Page 5, Section 1.3, Paragraph 4]:

means for presenting said received privacy policy for said user on said user equipment (shown to a human user); and

means for generating said cookie-policy receipt (agreementID / fingerprint of agreement) in response to a user input signal.

Regarding **claim 42**, and **as applied to claim 37 above**, Cranor et al. further disclose a means to authenticate said cookie-policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] with an authentication key (The MD5 algorithm is intended for digital signature applications, where a large file must be "compressed" in a secure manner before being encrypted with a private (secret) key under a public-key cryptosystem such as RSA or PGP) [Page 41, Appendix 2] associated with said user agent.

Regarding **claim 44**, Cranor et al. clearly show and disclose a content provider apparatus adapted for providing a requested resource associated with a cookie to a user agent in a data processing system, said content provider comprising:

means to receiving a resource request from said user agent ([Page 9, Section 2, Scenario 1, Protocol Scenario]);

means for transmitting a privacy policy associated with said cookie to said user agent (content/proposal is sent to user agent in a header, HTML header, or as referenced by URI) [Page 9, Section 2, Scenario 1, Protocol Scenario]; [[and]]

means for receiving a cookie-policy receipt [Page 9, Section 2, Scenario 1, Protocol Scenario]; and

means for providing, in response to reception of a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] from said user agent (user agent sending out requested data including agreementID it is operating under to server) [Page 16, Section 3.3.4, Paragraph 1], said cookie to said user equipment associated with said user agent if said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifies that a use associated with said user agent accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 45**, and **as applied to claim 44 above**, Cranor et al. further disclose that a content provider apparatus receiving said cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] in a resource fetch message: OK in case of acceptance, [Page 14, Section 3.3.1] or SRY in case of refusal [Page 15, Section 3.3.3, Paragraph 1].

Regarding **claim 46**, and **as applied to claim 44 above**, Cranor et al. further disclose means for providing said cookie-associated resource (content/proposal is sent to user agent in a header, HTML header, or as

referenced by URI) [Page 9, Section 2, Scenario 1, Protocol Scenario] if said cookie-policy receipt specifies that said user accepts that said content provider provides said cookie to said user equipment (once the user has accepted the agreement, the service will send the appropriate data elements, which are then saved transparently by the user agent) [Pages 10-11, Section 2, Scenario 5].

Regarding **claim 47,** and **as applied to claim 44 above**, Cranor et al. further disclose a content provider apparatus wherein cookie policy receipt (agreementID / fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] is generated based on a comparison between said received privacy policy and user preference [Page 5, Section 1.3, Paragraphs 3-4] that specifies an agreement. An agreement applies to all data exchanged between the user agent and service within a specified realm [Page 5, Section 1.3, Paragraph 2].

**Claim Rejections - 35 USC § 103**

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in Section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. **Claims 31-32** and **43** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cranor et al.** in view of **Mitchell et al. (Pat. No. US 6,959,420)**.

Regarding **claim 31**, Cranor et al. clearly show and disclose the claimed invention **as set forth in the rejection of claim 25 above,** in addition, Cranor et

al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not specifically disclose the step of removing previously stored cookie(s) associated with requested resource in user equipment.

In the same field of endeavor, Mitchell et al. disclose a method to evaluate web site platform for privacy preferences policy wherein operation for web site to persist, retrieve (referred to as replay) or delete its cookie data in the set of cookies on the user's machine being done through user input via a prompt [Detailed Description, column 7-line 56 to column 8- line 28].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made that previously stored cookie(s) associated with a requested resource can be deleted through a user's input via a prompt as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

Regarding **claim 32**, Cranor et al. clearly show and disclose the claimed invention **as set forth in the rejection of claim 25 above,** in addition, Cranor et al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not

specifically disclose further transmission(s) of cookie request command to user equipment from unauthorized content provider(s) will be automatically ignored.

In the same field of endeavor, Mitchell et al. disclose a method to evaluate web site platform for privacy preferences policy wherein user's response to the prompt may be stored in association with a particular web site so that the user needs not again to be interrupted when this site is accessed [Detailed Description, column 12–lines 39-53].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to acknowledge that when a request to set cookie on user's machine by a content provider is already rejected by user, followed requests by that particular provider will be ignored and/or automatically rejected by user agent as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

Regarding **claim 43**, Cranor et al. clearly show and disclose the claimed invention **as applied to claim 25 above,** in addition, Cranor et al. further disclose a cookie-policy receipt (agreementID/fingerprint of agreement) [Page 5, Section 1.3, Paragraph 4] specifying user not accepting a content provider provides cookie to user equipment. However, Cranor et al. do not specifically disclose what would happen to previously stored cookie associated with requested resource in user equipment.

In the same field of endeavor, Mitchell et al. disclose evaluation of web site platform with user's privacy preferences policy wherein there is a means for user agent to delete its cookie data in the set of cookies on the user's machine being done through user input via a prompt [Detailed Description, column 7-line 56 to column 8–line 28].

Therefore, it would have been obvious to a person of ordinary skill in the art at the time the invention was made to acknowledge that previously stored cookie can be deleted by the user agent through a user's input via a prompt as taught by Mitchell et al. in the system of Cranor et al. as described for preventing unauthorized content provider(s) to access and/or modify information / data from user's machine.

***Conclusion***

**THIS ACTION IS MADE FINAL**. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

***Contact Information***

Any inquiry concerning this communication or earlier communications from the Examiner should be directed to Son T. Hoang whose telephone number is (571) 270-1752. The Examiner can normally be reached on Monday - Friday (7:30 am – 5:00 pm).

If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, Christian Chace can be reached on (571) 272-4190. The fax phone number for the organization where this application or proceeding is assigned is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call (800) 786-9199 (IN USA OR CANADA) or (571) 272-1000.

S.H.

(May 25, 2007)

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